

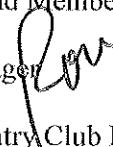


**CITY OF MIAMI SPRINGS**  
Golf & Country Club  
650 Curtiss Parkway  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5180  
Fax: (305) 805-5192

9B  
Agenda Item No.

City Council Meeting of:

6-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager   
**FROM:** Paul O'Dell, Golf and Country Club Director  
**DATE:** June 7, 2013

**RECOMMENDATION:**

Recommendation that Council waive the competitive bid process and approve a lease agreement with Club Car's affiliated financing source, Ingersoll-Rand Financial Services (IRFS), in the amount of \$256,050.00, for seventy-five (75) 2014 gasoline powered carts, for a 5 year term, pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:**

As part of improving the golf course facility we have negotiated a new lease/purchase agreement with Club Car for 75 gasoline carts.

Despite the fact that this transaction exceeds the threshold amount for city purchasing by bid or RFP, it is believed that the City has secured three (3) representative quotes for the replacement of the city's golf carts (See attachments A, A1, A2 and A3). In addition, it is believed, to wit;

- Gas carts vs. battery operated (Gas carts have a longer life cycle)
- Cost reduced by \$7.60 per cart from our current lease agreement for an estimate savings for the 5 year term of \$34,200.00
- Several existing carts are damaged and/or totaled – Club Car has agreed to paying a damage cart allowance of \$4,100.00 to help offset the costs for some of the damages (See attachment "C")
- Carts will be in place by October for our busy season

Our current contract with Yamaha for leased golf carts is due to expire in February 2014. However, due to the condition of our existing carts we have negotiated a new lease/purchase agreement with Club Car to begin October 1<sup>st</sup>, 2013. (See attachment "B").

**COST:** \$ 256,050.00 (\$56.90 X 75 carts= \$4,267.50 monthly x 60 months)

**FUNDING:** **Budgeted in:**  
**Department/ Description:** Golf Pro Shop/ Rental & Leases  
**Account Number:** 001-5707-572-44-00

**PROFESSIONAL SERVICES APPROVAL:** \_\_\_\_\_



**Central Division**  
1724 Diplomacy Row  
Orlando, FL 32809

**East Coast Division**  
2701 Reese Road  
Davie, FL 33314

**West Coast Division**  
4401 N. US HWY 301  
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: [sales@jeffreyaleninc.com](mailto:sales@jeffreyaleninc.com)  
Mailing Address: PO Box 891359, Tampa, FL, 33689  
Website: [www.jeffreyalleninc.com](http://www.jeffreyalleninc.com)

## **EQUIPMENT PURCHASE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day, of \_\_\_\_\_, 2013 between the City of Miami Springs, a Florida municipal corporation ("city") and Jeffrey Allen, Inc ("buyer").

### **RECITALS**

WHEREAS, the City has entered into an Equipment Lease-Purchase Agreement ("Lease Agreement") with Agricredit Acceptance, LLC, whereby the City will take title to seventy-five (75) 2014 Club Car Gasoline powered golf cars and

WHEREAS, the City wishes to sell the Equipment at the end of the lease term; and

WHEREAS, the Buyer is a Club Car, Inc local authorized dealer who wishes to purchase the Equipment from the City at the end of the Lease Term.

NOW, THEREFORE for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

### **Equipment Description.**

The equipment which is the subject of this Purchase Agreement is comprised of seventy-five (75) Club Car Gasoline powered golf cars manufactured by Club Car, Inc. Pursuant to the Equipment Lease-Purchase Agreement between the City and Agricredit Acceptance, LLC, title to the Equipment vests in the City upon receipt of the Equipment at the initiation of the Lease term. At the time of Sale of the Equipment to the Buyer pursuant to this Purchase Agreement, the City will possess full title to the Equipment. In the event a golf cart(s) is lost, destroyed, stolen, etc during the lease term and is not replaced, the City will Sell and the Buyer shall purchase the number of golf carts, in working order, actually leased by the City at the end of the term of the Equipment Lease-Purchase Agreement and subject to the City's purchase under that Agreement.

### **Terms of Sale.**

Sale of the Equipment by the City to Buyer is on an "AS IS, WHERE IS" basis. To the extent permitted by the law, the City disclaims all other warranties, expressed or implied, by statute or otherwise, regarding the condition of the Equipment, including its fitness for a particular purpose, its quality, or merchantability. All sales are final and the City assumes no responsibility for the Equipment after purchase or for liability associated for the use or sale of the Equipment after purchase. Title to the Equipment shall vest in the Buyer upon City's receipt of payment for the Equipment.



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Davie, FL 33314

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Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: [sales@jeffreyaleninc.com](mailto:sales@jeffreyaleninc.com)  
Mailing Address: PO Box 891369, Tampa, FL, 33689  
Website: [www.jeffreyalleninc.com](http://www.jeffreyalleninc.com)

#### **Payment.**

Payment must be made to the City in cash, money order, or certified check in the amount equal to one thousand four hundred dollars (\$1,400.00) per golf cart. Payment must be made IN FULL prior to Buyer taking possession of the Equipment. Upon receipt of Payment for the Equipment, the City and Buyer shall execute the Bill of Sale evidencing the sale of the Equipment.

#### **Removal of the Equipment.**

The Equipment will be housed at the Miami Springs Golf & Country Club which is located at 650 Curtiss Parkway, Miami Springs, Florida. The Buyer may take possession of the Equipment at that address. All costs associated with the removal or transport of the Equipment from the Miami Springs Golf & Country Club are the responsibility of the Buyer. The City is not liable for any damage caused during removal or transport of the Equipment from the City property.

#### **General Provisions.**

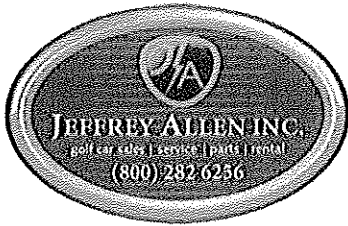
**Venue and Governing Law.** This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida in and for federal proceedings, in the United States District Court for the Middle District of Florida, Tampa Division.

**Attorney's Fees and Costs.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs, and expenses including attorney's fees, as may be set by the Court.

**Default and Remedies.** Upon default by a party under this agreement, the non-defaulting party shall have all the rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance under this agreement, and the right to file for injunctive relief in the Circuit Court where the City is located to enforce the terms of this Agreement. Attorney's fees, costs, and expenses incurred in any litigation filed to enforce the terms of this Agreement shall be paid the prevailing party by the defaulting party.

**Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

**Entire Agreement.** This supersedes any and all prior or contemporaneous negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.



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Website: www.jeffreyaleninc.com

Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement the date and year first above written.

CITY OF MIAMI SPRINGS  
A Florida Municipal Corporation

Jeffrey Allen, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and approved:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Accessories	Yamaha	E-Z Go	Club Car
Canopy Top	Yes	Yes	Yes
Wheelcovers	Yes	Yes	Yes
Sweater Basket	Yes	No	Yes
Gas Engine	Yes	Yes	Yes
Premuim Tread Tires	Yes	Yes	Yes
Miami Springs Logo	Yes	Yes	Yes
Bag Cover	Yes	Yes	Yes
Number Decals	Yes	Yes	Yes
Fold Down Windshield	No	Yes	Yes
Information Holder	Yes	Yes	Yes
Deluxe on Board Tow System	No	Yes	Yes
Sand Buckets (2) per cart	Yes	Yes	Yes
Gas Tank : Size	6.3 Gal	5.2 Gal	6.7 Gal
Monthly Rate 60 months	\$ 57.50	\$61.28	\$56.90
Ballon Payment at end of lease	No	Yes	No
New Lease Start Date	10/1/2013	10/1/2013	11/1/2013
Damage Cart Allowance	All	\$4,043.75	\$4100,00
Color Selection	Two Colors	Two Colors	Four Colors

*Miami Springs  
Golf & Country Club*

*Miami Springs, FL*

*June 4, 2013*



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## PROPOSED EQUIPMENT

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Seventy Five (75) new 2014 Club Car® Precedent i2 Model Gasoline Golf Cars including the following standard and optional equipment:

Standard Equipment	Included Optional Equipment
Canopy Top	Miami Springs Logo
Wheelcovers	Bag Cover
Sweater Basket	Number Decals
10.4 HP Engine	Fold Down Windshield
Premium tread tires	Information Holder
Colors – Beige, White, Dark Green or	Deluxe On Board Tow Package
Classic Blue	Sand bucket – two per car

**Delivery will be in October 2013**



## LEASE/PURCHASE PROPOSAL

Club Car®'s affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club seventy five (75) new 2014 Club Car **Precedent i2 Model Gasoline Golf Cars** equipped as stated on the Proposed Equipment page. The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

### LEVEL PAYMENT

Twelve monthly payments per year

48 Month Term / \$65.10 per car per month

60 Month Term / \$56.90 per car per month

Balloon Note Due at End of Lease Term – 48 Month / \$1600 per car  
60 Month / \$1400 per car

Document stamps, filing fees, or any other costs associated with the documents are the responsibility of the club and are due upon delivery of the cars.

The above quoted rates are valid for acceptance within thirty days.

Miami Springs Golf & Country Club

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Club Car, Inc.

By: David Kelly

Title: Territory Manager

Date: 6-4-13

## LEASE PROPOSAL

---

Club Car®'s affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club seventy five (75) new 2014 Club Car **Precedent i2 Model Gasoline Golf Cars** equipped as stated on the Proposed Equipment page. The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

### LEVEL PAYMENT

Twelve monthly payments per year

48 Month Term / \$71.25 per car per month

60 Month Term / \$62.90 per car per month

Provided that Miami Springs Golf & Country Club is in full compliance with all the terms and provisions of the proposed lease agreement, it shall have the option at the end of the thirty sixth month of the forty eight month lease or at the end of the forty eighth month of the sixty month lease of entering into a new lease agreement for a fleet of new Club Car golf cars. The lease rate will be negotiated by both parties at time of rollout.

Document stamps, filing fees, or any other costs associated with the documents are the responsibility of the club and are due upon delivery of the cars.

The above quoted rates are valid for acceptance within thirty days.

Miami Springs Golf & Country Club

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Club Car, Inc.

By: David Kelly

Title: Territory Manager

Date: 6-4-13

## **WARRANTIES**

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**The following warranties apply to Miami Springs Golf & Country Club:**

<b>GOLF CARS</b>
------------------

Club Car® warrants to Miami Springs Golf & Country Club that its new 2014-model golf cars are free from defects in materials and workmanship subject to the terms and conditions contained in the attached Club Car Limited Lifetime Warranty.

**Paul O'Dell**

**From:** Kelly, David [David\_Kelly@clubcar.com]  
**Sent:** Tuesday, June 04, 2013 9:12 PM  
**To:** Paul O'Dell  
**Subject:** Purchase Agreement/Letter / Club Car  
**Attachments:** CITY OF MIAMI SPRINGS PURCHASE AGREEMENT 2013.docx

Paul,

It was really good to see you today. I'm excited about working with you again and becoming the fleet supplier for Miami Springs. Per your voicemail, I've attached a Purchase Agreement from Jeffrey Allen, Inc. that pertains to the 60 month lease we discussed today i.e. buyout at the end of \$1400/car. If you need an agreement for the 48 month buyout (\$1600/car) please let me know. I look forward to hearing from you after next Monday's meeting. In the meantime, please let me know if you have any questions.

David Kelly  
Territory Manager  
Club Car / Southeastern Florida  
Cell 561-722-0314  
Fax 561-495-9089

VISAGE FLEET MANAGEMENT

"It's the apple on the cake." Lou Miller, Old Edwards Club (Testimonial)

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**The City of Miami Springs is on Twitter and has a website MiamiSprings-FL.Gov**

## CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

### WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	i2L	i2	V4
<b>VEHICLE MAIN FRAME</b>	<b>LIMITED LIFETIME*</b>		
<b>SUSPENSION:</b> Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
<b>MAJOR ELECTRONICS:</b> Onboard computer (OBC), solid state speed controller, and battery charger.	4	4	4
<b>DEEP CYCLE BATTERY:</b> Four years or 20,000 Energy Units as recorded by the OBC, whichever first occurs.	4	4	4
<b>PEDAL GROUP:</b> Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
<b>SEATS:</b> Seat bottom, seat back, and armrests.	4	4	4
<b>CANOPY SYSTEM:</b> Canopy, rear canopy supports, drainage system and structural accessory module (SAM).	4	4	4
<b>POWERTRAIN:</b> Gasoline engine, electric motor, MCOR, gasoline and electric transaxle, starter generator, air intake, exhaust system, and torque converter (drive and driven).	3	3	3
<b>BODY GROUP:</b> Body panels, and front and rear underbody.	3	3	3
<b>ALL REMAINING COMPONENTS:</b> Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

### EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, bells, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to:

1. Abuse such as overcharging, undercharging, improper fluid levels, use of contaminated water in batteries (See "Water Quality" in owner's manual), loose wiring and fasteners, or rusted or corroded hardware.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
5. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
6. Every vehicle must have an operational charger on its own circuit. (Number of operational chargers must equal the number of operational vehicles.)
7. Vehicles charged by systems other than the CLUB CAR Charger.
8. Semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
9. Charger DC cord set with plug, which is a wear item and subject to user abuse.
10. Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

### VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

### SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.



1000 GA Highway 34 East • Newnan, Georgia • 30265-1320

Telephone: 866-747-4027 • Fax: 770-254-4158

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**New Fleet Car Agreement Prepared For:**  
**Miami Springs Golf Course**  
Miami Springs, Florida

May 21, 2013

Paul,

I really wanted to thank you for the opportunity to submit this proposal for new *Yamaha* golf cars at your facility. Our desire is to not only provide you with the best product and service in the industry, but to also form a lasting business partnership for many years to come.

This proposal should include everything you requested, but if you would like to change or customize a few things to better fit your needs please give me a call.

Included is a sixty (60) month Yamaha lease on 75 new Yamaha EFI gasoline golf cars. These cars will be delivered in the month of September 2013. The club will make their current 9/1/13 lease payment on the existing fleet cars and the new lease will begin with a 10/1/13 payment on the new sixty (60) month lease of new 2014 fleet golf cars.

I know that both *Yamaha Golf-Car Company* and I can exceed your expectations, and once again I appreciate your time and consideration.

Sincerely,

*Tommy Dee*

Tommy Dee  
District Manager – East Florida  
Yamaha Golf-Car Company  
561.598.9518 - Cell  
561.626.2505 - Fax



## **Proposal Expressly Prepared For Miami Springs Golf Course**

**May 21, 2014**

Seventy (75) 2014 Yamaha Electronic Fuel Injected (EFI) *Gas* Drive golf cars equipped with a 357 CC engine that is Yamaha built, low-emission, 11.4 HP, and single cylinder with splash style positive oil lubrication system. Yamaha is the only golf car manufacturer that makes their own engine and it is the only engine in the industry that was designed specifically for golf course use, thus making it the most fuel efficient engine available; and is 30 to 34%% better than the competition. Yamaha is proud of our industry first EnduraDrive transaxle that is essentially maintenance free and eliminates the need for brake drums and shoes. The cars also feature an automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, that is protected by an 18 step paint process, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Not only built for durability, but also comfort, the Drive features the largest and most comfortable contoured seat, the largest sweater basket, largest bag well and the largest canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a fully independent Tru-Trak II front suspension the Drive is designed to meet all of your customer's needs.

### **Standard Features Included**

Sweater Basket	ClimaGuard Top with Dual Rain Gutters
Sentry Wraparound Protection System	Energy absorbing 5 MPH bumpers
Thermoplastic Olefin Body	Maintenance free Rack and Pinion Steering
Perma-lubed, sealed ball bearings	Self- adjusting Internal Braking System
Coil Springs Over Hydraulic Shock Absorbers	6.3 Gallon Gas Tank
Maintenance Free Internal Transaxle Disc Brake	Four (4) Cup Drink Holder

### **Optional Equipment Included**

Sand Bucket - 2 per car	Club Logo (1 per car)
Fleet Numbers (2 per car)	Rear Bag Cover
Hubcaps	
Information Holder	

### 60 Month Municipal Lease Option – EFI Fleet Cars (Color: Glacier White)

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, **Yamaha Commercial Customer Finance**. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

**Yamaha Lease: 60 month** payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$57.50 per car per month with payments as follows: Payments include Seventy-five (75) white 2014 Yamaha Drive EFI gas golf cars.

Number of cars =	75	Per car per year =	\$57.50	Total annual payment =	\$4,312.50	
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	2013	2014	2015	2016	2017	2018
January		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
February		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
March		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
April		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
May		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
June		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
July		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
August		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
September		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
October	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
November	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
December	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
Total	\$12,937.50	\$51,750.00	\$51,750.00	\$51,750.00	\$51,750.00	\$38,812.50

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

#### Additional Benefits

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If the proposal is acceptable under the above terms please sign and date

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Accepted by: Tommy Dee  
Miami Springs GC Yamaha District Manager

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Yamaha Regional Manager 5-21-2013  
Date







### **Yamaha Standard Factory Warranty**

Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

**DURING THE PERIOD OF WARRANTY** any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

**GENERAL EXCLUSIONS** from this warranty shall include any failures caused by: Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions. **b.** Accident or collision damage. **c.** Installation of parts or accessories that are not original equipment. **d.** Fading, rust, or deterioration due to exposure or ordinary wear and tear. **e.** Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle. **f.** Damage due to improper transportation. **g.** Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

#### **WARRANTY COVERAGE:**

**Year 1:** The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

**Year 2:** The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.

**Year 3:** The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.

**Year 4:** The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

**SPECIFIC EXCLUSIONS:** Specific exclusions from this warranty shall include the following:

☐ Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.

☐ Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.

☐ Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a high parasitic current draw, unless the vehicle is equipped with an optional factory installed deep cycle starting battery.

I have read and agree to the above conditions set forth in the Warranty \_\_\_\_\_  
*Initial*

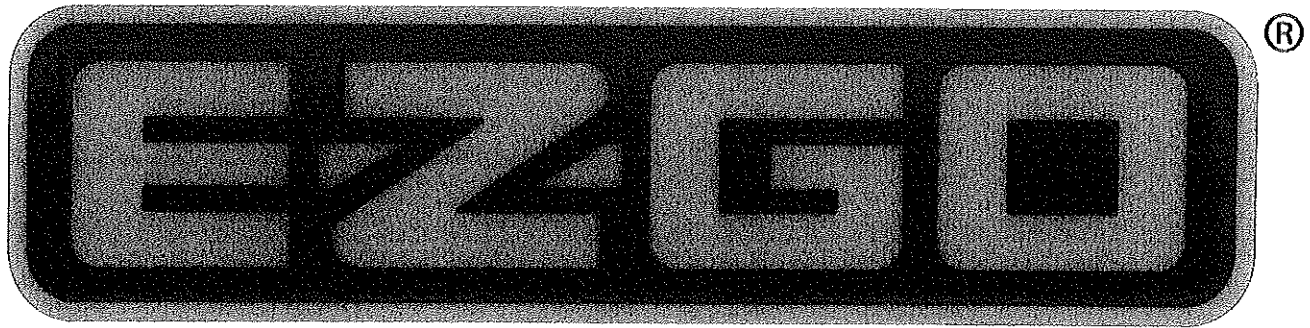
### **YAMAHA FOUR-YEAR LIMITED BATTERY WARRANTY**

Yamaha Golf-Car Company hereby warrants to the original Retail Purchaser or Lessee or a Yamaha YDRE golf car, PTV or electric utility vehicle from an Authorized Yamaha Dealer, that the Trojan batteries charged with a Yamaha battery charger will be free for defects in material and workmanship, and will provide "36-hole performance" for a period of four-years, "1,000 rounds" or 20,000 amp hours discharged from date of purchase, whichever events occurs first, subject to the terms and conditions of the complete warranty within the warranty. A copy of the complete warranty has been included with this Proposal via email or print form.

I have read and agree to the above conditions set forth in the Warranty \_\_\_\_\_  
*Initial*

### **Yamaha's Factory Direct/Authorized Dealer Service**

Yamaha Golf-Car Company's combination of factory direct service technicians and authorized dealers provides a level of service that is second to none. The fully equipped service trucks provide onsite repairs to help reduce down time. All visits are provided on an as needed basis by calling Yamaha's fleet service supervisor, Steve White, at 1-800-390-5545.



A Textron Company

Prepared for:

Miami Springs Country Club

**June 4, 2013**

**Dear Mr O'Dell,**

We are pleased to provide you this proposal for your golf and utility vehicle needs. We are confident after you have had an opportunity to review this proposal you will find that E-Z-GO is your premier partner for all of your vehicle solutions. In this proposal you will find a brief history of E-Z-GO and the Textron family and all supporting materials covering the product offerings.

Whether you choose the TXT or RXV golf car you can rest assured you will get proven reliability with the industry's latest innovations. The TXT48 features a 48-volt electric drive train and TruCourse technology to deliver a smoother ride and greater efficiency while the RXV-E delivers the highest level of durability, reliability, and performance with its innovative AC drive train. Both the TXT-G and RXV-G have a best in class 13 hp Kawasaki engine with exceptional fuel economy.

The E-Z-GO utility line is designed to handle the most demanding projects. The turf maintenance and commercial lines offer proven reliability, good looks, durability, and comfort. Whether you choose electric or gas for your utility car needs you will get the same industry leading technology found in E-Z-GO golf cars. But the E-Z-GO advantage goes beyond the product. When you choose E-Z-GO you will also gain peace of mind that comes from premier service and support.

### **Our History**

Founded in 1954 in a one-room machine shop in Augusta, E-Z-GO has grown into the global light transportation leader. E-Z-GO is often identified by its golf car line but E-Z-GO also manufactures world class utility vehicles used for work, recreation, personnel shuttles, and hunting. E-Z-GO's product range can also be seen with the zero emissions street legal car called the 2Five and the very popular hunting and off road line called Bad Boy Buggies.

E-Z-GO is renowned for its business and operational excellence, receiving the coveted Shingo Prize for Operational Excellence in 2009. That same year the company's Augusta facility was named one of Industry Week magazine's top 10 manufacturing plants in North America.

E-Z-GO became part of Textron in 1960. Textron is a global, multi-industry company and is known around the world for its brands such as Bell Helicopter, Cessna Aircraft Company, Kautex, Lycoming, Greenlee, and Textron Systems.

### **Our Customers**

Pebble Beach, Cypress Point, Pinehurst, Del Webb, KSL, Robert Trent Jones Golf Trail, Marriott, and Arnold Palmer Golf Management are just a few of the renowned golfing organizations with which E-Z-GO shares a longstanding partnership. These and thousands of other organizations throughout the world turn to E-Z-GO's network of excellence for all of their golf and utility vehicle solutions.

### **Our Commitment to the Environment**

The employees of E-Z-GO are committed to a culture of compliance and the prevention of pollution. We will sustain premiere status through integrating environmental performance into our world-class business processes.

As you review the enclosed material please do not hesitate to contact me if I can be of further assistance.

Sincerely,  
John Baughman  
954-540-2764  
jbaughman@textron.com

Should THE City want To add A Municipal Tax Pmt  
 \* Maint performed by E-Z Go. LEASE

# PROPOSAL

To: Miami Springs Country Club

Date: 06-04-2013

QTY	MODEL	YEAR	TERM	PRICE	QUOTED PRICE
75	TXT Gas	2014	60 mth	\$61.28 per car/mth	\$4,596.00 per month
-	Balloon Payment	-	-	\$1500.00 per car	\$112,500.00
-	-	-	-	-	-
-	-	-	-	-	-

## LEASE PROGRAM DETAILS

Payment schedule: Straight pay with balloon

Payment months: All

Delivery: September 2013

First pay: October 2013

5 yr Balloon \$1800 to \$2000.00

INCLUDED ACCESSORIES			
Top	Split Windshield	Rear Bag Cover	* Permanent Tow Bars
Wheel Covers	Message Holders	Rake Holders	Divot Buckets (2 per car)
Club Logos	Number Decals	TXT Gas Parts Package	Standard Color Choice

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

## TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	ACCESSORIES
-	-	-	-	-
-	-	-	-	-

## PURCHASE PROGRAM DETAILS

Trade value per car: -

Total trade value: -

Trade amount used to net down lease payment or purchase price: -

Trade value returned as cash: -

OR

## CURRENT LEASE CONDITIONS

\*E-Z-GO will provide a rebate of \$28,250.00 for the City of Miami Springs to satisfy 5 remaining payments on the current lease with Yamaha (5X\$4841.25) and the balance of (\$4043.75) to cover the cost of 2 totalled Yamaha fleet golf cars. City of Miami Springs shall be responsible for any other costs associated with the current Yamaha lease.

## SPECIAL CONSIDERATIONS

Pricing based upon the City of Miami Springs entering a PNC Equipment Finance Municipal Lease. (Lease specimen attached)

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Miami Springs Country Club must enter into a new lease or purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

City of Miami Springs

E-Z-GO Division of Textron Inc.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

## Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2014 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS - Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY - TXT ELECTRIC MODELS:	
• Standard Battery	Earlier of 4 years or 20,000 amp hours*
• Standard Battery with optional water fill system	Earlier of 4 years or 21,500 amp hours*
• Upgraded Battery with Upgraded Charger	Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY - RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN - Gasoline engine, gasoline and electric axle, starter generator, air intake and exhaust system	3 years
BODY GROUP - Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

### EXCLUSIONS: Specifically EXCLUDED from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

### THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G14

**USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

**LIABILITY LIMITATIONS:** IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

#### **DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo-smartmanual.biz>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care / Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- Electric Vehicle storage facilities must provide the following:
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility;
  - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

#### **OTHER E-Z-GO RIGHTS:**

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

**AUTHORITY:** No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

**EMISSIONS CONTROL WARRANTY:** The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.



A Textron Company

## E-Z-GO® TXT®

### CLASSIC STYLE. PROVEN PERFORMANCE.

From tee to green and everywhere in between, E-Z-GO® TXT® delivers with uncompromising standards of quality, comfort and performance. Add in innovative features such as TruCourse Technology™, which allows you to tailor the vehicle's performance to best match the specific conditions of your course, and it's easy to see why E-Z-GO continues to be the leader on the course.



### STANDARD FEATURES

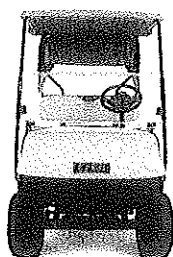
- Sweater basket
- Ergonomic console
- Integrated cup, ball & tee holders
- Reverse warning indicator

### POPULAR OPTIONS & ACCESSORIES

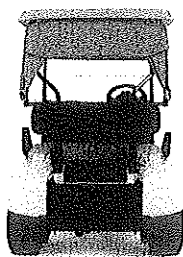
- Fold-down windshield
- Sun canopy
- Weather enclosure
- Bag cover kit
- Wheel covers
- Sand bucket
- Sand rake & holder
- Cooler
- Differential & fender scuff guard
- Heavy-duty rear suspension
- Message holder
- Side basket
- Permanent & temporary tow bars
- Ashtray
- Rearview mirror
- Hour meter
- DC/DC converter (electric only)
- Non-standard battery option (electric only)
- Battery watering system (electric only)

### OUR COMMITMENT TO **green**

- ▶ Electric model features quiet, zero-emissions 48-volt electric drivetrain
- ▶ Gas-powered model features a 13.5-hp Kawasaki® engine with hemispheric combustion chamber for better fuel economy (exceeds EPA/CARB standards)
- ▶ Foam seating constructed from 100% recycled materials
- ▶ Sloped surface design requires less water when cleaning
- ▶ Repairable seat components minimize landfill usage
- ▶ Utilizes recyclable plastic components
- ▶ Manufactured in ISO 14001-certified facility



FRONT



BACK

## ELECTRIC

Overall Length	91.0 in (231 cm)
Overall Width	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	68.0 in (173 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance @ Differential	4.5 in (11 cm)
Power Source	48 Volt DC
Valve Train	N/A
Motor Type	Shunt Wound
Horsepower (kW)	3.0 hp (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (qty/type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal
Air Cleaner	N/A
Lubrication	N/A
Oil Filter	N/A
Cooling System	N/A
Fuel Capacity	N/A
Battery Charger	48 VDC PowerWise™ OE, 120 VAC, UL & CSA
Speed Controller	250 Amp Solid State Controller
Drivetrain	Motor Shaft Direct Drive
Transaxle	Differential with Helical Gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	12.44:1
Battery Warranty	Standard: 20,000 amp/hr, Platinum: 21,500 amp/hr (optional), Diamond: 25,000 amp/hr (optional)
Key Switch	Unique Group, Unique Individual
Programmable Golf Modes	Coastal, Mild Hill, Steep Hill
Seating Capacity	2-Passenger
Dry Weight (w/o batteries)	557 lb (253 kg)
Curb Weight	935 lb (424 kg)
Vehicle Load Capacity	800 lb (360 kg)
Outside Clearance Circle	19 ft (5.8 m)
Speed (level ground)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar
Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	Hole-In-One 18 x 8.50-8 (4-ply rated)
Frame	Welded Steel with Powder-Coal Protection
Body & Finish	Injection Molded TPO
Standard Body Color	Champagne
Optional Body Colors	Almond, Black, Bright Silver, Bright White, British Racing Green, Flame Red, Hunter Green, Inferno Red, Metallic Charcoal, Molten Red, Patriot Blue, Safety Yellow, Steel Blue, Sunburst Orange, Viper Blue Metallic (custom colors also available)
Standard Seat Color	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)
Pinstripe Colors	Gold, Dark Green, White, Black, Red, Burgundy

## GAS

Overall Length	91.0 in (231 cm)
Overall Width	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	68.0 in (173 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance @ Differential	4.25 in (10.8 cm)
Power Source	4-Cycle 24.5 cu in (401cc) Low-Emissions
Valve Train	Single Cylinder OHV
Motor Type	N/A
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Electrical System	Starter/Generator - Solid State Regulator
Batteries (qty/type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Industrial-Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Fuel Capacity	5.2 Gallon (19.7 L)
Battery Charger	N/A
Speed Controller	N/A
Drivetrain	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears
Gear Selection	Forward-Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)
Battery Warranty	N/A
Key Switch	Unique Group, Unique Individual
Programmable Golf Modes	N/A
Seating Capacity	2-Passenger
Dry Weight (w/o batteries)	760 lb (344 kg)
Curb Weight	780 lb (354 kg)
Vehicle Load Capacity	800 lb (360 kg)
Outside Clearance Circle	19 ft (5.8 m)
Speed (level ground)	13.0 mph ± 0.5 mph (21.0 kph ± 0.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar
Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	Hole-In-One 18 x 8.50-8 (4-ply rated)
Frame	Welded Steel with Powder-Coal Protection
Body & Finish	Injection Molded TPO
Standard Body Color	Champagne
Optional Body Colors	Almond, Black, Bright Silver, Bright White, British Racing Green, Flame Red, Hunter Green, Inferno Red, Metallic Charcoal, Molten Red, Patriot Blue, Safety Yellow, Steel Blue, Sunburst Orange, Viper Blue Metallic (custom colors also available)
Standard Seat Color	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)
Pinstripe Colors	Gold, Dark Green, White, Black, Red, Burgundy



A Textron Company

Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2012 E-Z-GO Division of Textron Inc. All rights reserved. 822098-65



# COLOR OPTIONS

ALMOND

BLACK

BRIGHT WHITE

BLUE

ELECTRIC BLUE

FLAME RED

FOREST GREEN  
(STANDARD COLOR)

INFERNO RED

IVORY  
(STANDARD COLOR)

PATRIOT BLUE

PLATINUM

STEEL BLUE



EXCELLENCE IN MOTION



A Textron Company



**Central Division**  
1724 Diplomacy Row  
Orlando, FL 32809

**East Coast Division**  
2701 Reese Road  
Davie, FL 33314

**West Coast Division**  
4401 N. US HWY 301  
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com  
Mailing Address: PO Box 891359, Tampa, FL 33689  
Website: www.jeffreyaleninc.com

## **EQUIPMENT PURCHASE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day, of \_\_\_\_\_, 2013 between the City of Miami Springs, a Florida municipal corporation ("city") and Jeffrey Allen, Inc ("buyer").

### **RECITALS**

WHEREAS, the City has entered into an Equipment Lease-Purchase Agreement ("Lease Agreement") with Agrico Credit Acceptance, LLC, whereby the City will take title to seventy-five (75) 2014 Club Car Gasoline powered golf cars and

WHEREAS, the City wishes to sell the Equipment at the end of the lease term; and

WHEREAS, the Buyer is a Club Car, Inc local authorized dealer who wishes to purchase the Equipment from the City at the end of the Lease Term.

NOW, THEREFORE for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this agreement are hereby deemed a part hereof.

### **Equipment Description.**

The equipment which is the subject of this Purchase Agreement is comprised of seventy-five (75) Club Car Gasoline powered golf cars manufactured by Club Car, Inc. Pursuant to the Equipment Lease-Purchase Agreement between the City and Agrico Credit Acceptance, LLC (attached hereto as Exhibit "A" and hereinafter referred to as the "Lease Agreement"), title to the Equipment vests in the City upon receipt of the Equipment at the initiation of the Lease term. At the time of Sale of the Equipment to the Buyer pursuant to this Purchase Agreement, the City will possess full title to the Equipment. In the event a golf cart(s) is lost, destroyed, stolen, etc during the lease term and is not replaced, the City will Sell and the Buyer shall purchase the number of golf carts, in working order, actually leased by the City at the end of the term of the Equipment Lease-Purchase Agreement and subject to the City's purchase under that Agreement.

### **Terms of Sale.**

Sale of the Equipment by the City to Buyer is on an "AS IS, WHERE IS" basis. To the extent permitted by the law, the City disclaims all other warranties, expressed or implied, by statute or otherwise, regarding the condition of the Equipment, including its fitness for a particular purpose, its quality, or merchantability. All sales are final and the City assumes no responsibility for the Equipment after purchase or for liability associated for the use or sale of the Equipment after purchase. Title to the Equipment shall vest in the Buyer upon City's receipt of payment for the Equipment.



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**Payment.**

Payment must be made to the City in cash, money order, or certified check in the amount equal to one thousand four hundred dollars (\$1,400.00) per golf cart. Payment must be made IN FULL prior to Buyer taking possession of the Equipment. Upon receipt of Payment for the Equipment, the City and Buyer shall execute the Bill of Sale which is attached hereto as "Exhibit B," evidencing the sale of the Equipment.

**Removal of the Equipment.**

The Equipment will be housed at the Miami Springs Golf & Country Club which is located at 650 Curtiss Parkway, Miami Springs, Florida. The Buyer may take possession of the Equipment at that address. All costs associated with the removal or transport of the Equipment from the Miami Springs Golf & Country Club are the responsibility of the Buyer. The City is not liable for any damage caused during removal or transport of the Equipment from the City property.

**General Provisions.**

**Venue and Governing Law.** This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida in and for federal proceedings, in the United States District Court for the Middle District of Florida, Tampa Division.

**Attorney's Fees and Costs.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs, and expenses including attorney's fees, as may be set by the Court.

**Default and Remedies.** Upon default by a party under this agreement, the non-defaulting party shall have all the rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance under this agreement, and the right to file for injunctive relief in the Circuit Court where the City is located to enforce the terms of this Agreement. Attorney's fees, costs, and expenses incurred in any litigation filed to enforce the terms of this Agreement shall be paid the prevailing party by the defaulting party.

**Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

**Entire Agreement.** This supersedes any and all prior or contemporaneous negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.



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Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement the date and year first above written.

CITY OF MIAMI SPRINGS  
A Florida Municipal Corporation

Jeffrey Allen, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and approved:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

## SPECIAL CONSIDERATIONS

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The following special considerations apply to Miami Springs Golf & Country Club:

### CHECK FOR REMAINING LEASE PAYMENTS PLUS DAMAGED CARS

Club Car agrees to provide Miami Springs Golf & Country Club with two checks as described below:

**\$19,365.00** (to pay for final four Yamaha lease payments / November – February at \$4,841.25 per month)

**\$4,100.00** (to pay for damage and replacement cost of four of the current Yamaha fleet cars)

### REPLACEMENT PARTS AND SERVICE

Factory authorized replacement parts, service, and warranty work are handled through **Jeffrey Allen, Inc.**, Club Car's factory authorized dealer in Fort Lauderdale. It is Club Car's objective that Miami Springs Golf & Country Club will receive professional, timely, and systematic service.

Club Car offers technical training seminars for Miami Spring Golf & Country Club's employees involved with golf car operations. These seminars are held at Club Car's manufacturing facility in Augusta, Georgia, and are conducted by professional educators. The club's employees will learn preventive maintenance and repair procedures to enhance its fleet operations. A reasonable fee is charged for these seminars.